

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 2-19-03

Division: Growth Management

Bulk Item: Yes ☒ No ☐

Department: Marine Resources

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**AGENDA ITEM WORDING:** Approval of the Contract Agreement between Monroe County and Spirit Marine Towing & Assistance for the installation of seven Danger markers in the Red Bay Banks area off of Marathon.

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**ITEM BACKGROUND:** This project is a continuation of the Channel Marking Master Plan. Two quotes received American Underwater Contractors-\$16,878.00 and Spirit Marine Towing & Assistance-\$14,898.00.

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**PREVIOUS RELEVANT BOCC ACTION:** None

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**CONTRACT/AGREEMENT CHANGES:** New Contract

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**STAFF RECOMMENDATIONS** Approval

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**TOTAL COST:** \$14,898.00

**BUDGETED:** Yes ☒ No ☐

**COST TO COUNTY:** Staff Time Only

**FUNDING SOURCE:** BIF

**REVENUE PRODUCING:** Yes ☐ No ☒ **AMOUNT PER:** MO \$ \_\_\_\_\_ YR \$ \_\_\_\_\_

**APPROVED BY:** COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

**DIVISION DIRECTOR APPROVAL:** \_\_\_\_\_

  
Timothy J. McGarry, AICP

**DOCUMENTATION:** INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #:** 218

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract with: Spirit Marine Towing & Assistance Contract # \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Expiration Date: 5-31-03

Contract Purpose/Description:  
Installation of seven Danger markers, Red Bay Banks area.

Contract Manager: Kim McGee 3911 Marine Resources-  
 (Name) (Ext.) (Department/Stop #)  
Marine Projects Section  
 for BOCC meeting on 2-19-03 Agenda Deadline: 2-5-03

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ \$14,898.00 Current Year Portion: \$ \$14,898.00  
 Budgeted? Yes ☒ No ☐ Account Codes: 157 - 62602 530 - 340 -  
 Grant: \$ 14,898.00 (BIF) \_\_\_\_\_  
 County Match: \$ N/A \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ N/A/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

*PLEASE EXPEDITE!* **CONTRACT REVIEW**  
*THANKS!*

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/10/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/10/03</u>
Risk Management	<u>2/5/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>2/5/03</u>
O.M.B./Purchasing	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/5/03</u>
County Attorney	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-4-03</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

24 Hr.  
Service

# **SPIRIT**



## **MARINE TOWING & ASSISTANCE**

VHF  
Ch. 16

*Our Experience will save you Time and Money*

Jan 8, 2003

Kim McGee  
Marine Projects Coordinator

At fax #: 295-3917

### **PROPOSAL**

Spirit Marine proposes to do the following work: Install seven wood pilings of 12" diameter and 25 marker signs in the vicinity of Red Bay Banks. Spirit will provide all materials except piling caps. Work will be performed by May 31, 2003.

All work will be performed in a professional manner and to the standards of Monroe County.

**COST: \$14,898.00**

## **AMERICAN UNDERWATER CONTRACTORS, INC.**

**102 SUN FISH LANE JUPITER, FL 33477**  
**PH: 561-575-5538 FAX: 561-575-4651**  
**Email: AUCfooster@aol.com**

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January 15, 2003

Mrs. Kim McGee  
Marine Projects Coordinator  
Monroe County Marine Resources  
5503 College Road  
Room 2024, Dept of Juvenile Justice Bldg.  
Key West, FL 33040

Ph: 305-295-3911  
Fx: 305-295-3917

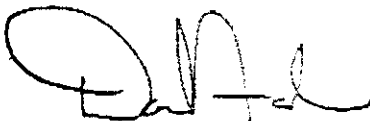
RE: Red Bay Bank shoal marker project, off of Marathon

Dear Kim:

As per your fax dated January 3, 2003, American Underwater Contractors, Inc. can install the DANGER markers at Red Bay Banks Vicinity, meeting all Monroe County specifications, for a lump sum price of \$16,878.00 (Sixteen thousand, eight hundred and seventy-eight dollars).

Thank you for the opportunity to bid this job.

Best Regards,



David Foster  
President.  
American Underwater Contractors, Inc.

## CONTRACT AGREEMENT

AGREEMENT, MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ 2003, by and between, Spirit Marine Towing & Assistance ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida (Board).

The Contractor and the Board, for the consideration named, agree as follows:

1. The Contractor shall furnish all the materials for the installation of seven Danger markers in the vicinity of the Red Bay Banks area, middle Keys, Monroe County as specified by the list and map attached as exhibit A.

2. The work performed under the Contract shall commence immediately from the date the Liaison provides the Notice to Proceed and shall be completed by May 31, 2003.

3. The Contractor understands the rules and procedures instituted by the Board to ensure an orderly progress to the project. The Contractor understands both the intent and the requirements of the Specifications attached as Exhibit B.

4. The Board shall pay the Contractor the total sum of \$ 14,898.00 for the work listed in Exhibit A and this Contract. Payment shall be upon completion by the Contractor and review and approval of the close out documentation by the Marine Projects Coordinator.

5. The attached List, Map, and Specifications together with this Agreement form the Contract. They are fully a part of this Contract as if repeated herein verbatim.

6. The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of the County Commissioners from any and all claims for bodily injury (including death), personal injury, and the property damage (including property owned by Monroe County) and other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier, their employees or agents. The purchase of the insurance required in the paragraph 11 does not vitiate this indemnification provision.

7. The Contractor acknowledges his/ her intention to comply with the need to coordinate all work with the appropriate environmental agencies, the U.S. Coast Guard, and the County.

8 . The Contractor agrees to supply the County with a set of photographs of the complete work along with a letter certifying completion of work.

The Contractor will be responsible for the camera, film, and development costs. The Contractor also agrees to provide transportation for the Liaison to inspect the completed work.

9. The Contractor understands and agrees that no payment will be made for this project without required photographs and written certification of completion.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The CONTRACTOR will be responsible for all necessary insurance coverage as indicated by the an "X" on the attached forms of Exhibit C identified as General

Insurance Requirements and INSKLST 1-4, as further detailed on forms WC1, WCJA, GL1, & WL1. All policies must list Monroe County as additional insured with the exception of the Workers Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this contract without liability and may also, in its direction, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ( \$10,000.00 ) for a period of 36 months from the date of being placed on the convicted vendor list.

14. The Board may terminate this Agreement with or without cause at any time upon giving the Contractor up to 10 days notice in writing. The Contractor, upon receipt

of the notice, shall immediately cease work. The Board must pay the Contractor the percentage of the contract price which is satisfactory to the Board up to date the contractor received the notice of termination.

14. This Contract is governed by the laws of the State of Florida. Venue for any litigation arising under this contract must be in Monroe County.

IN WITNESS WHEREOF the parties here to have executed this agreement by the day and year first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Mayor/Chairman

Witness: B. M. Lee

Business Name: SPIRIT MARINE

Witness: Peggy Vanyo

By: John Coffin  
Title: MANAGER

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: [Signature]  
ROBERT N. WOLFE  
DATE 2-4-08



# County of Monroe

**Department of Marine Resources**

2798 Overseas Highway, Suite 420

Marathon, Florida 33050

Phone: (305) 289-2805

FAX: (305) 289-2536



**Board of County Commissioners**

Mayor Dixie Spehar, Dist. 1

Mayor Pro Tem Murray Nelson, Dist. 5

Comm. Charles "Sonny" McCoy, Dist. 3

Comm. George Neugent, Dist. 2

Comm. David Rice, Dist. 4

December 6, 2002

To: Kim McGee, Marine Projects Coordinator  
From: Richard Jones, Marine Resources Planner  
Re: Installation of regulatory markers in the Red Bay Banks vicinity

As part of the Channel Marking Master Plan for the Florida Keys the Department is moving ahead with the installation of shoal markers in the vicinity of Red Bay Banks (including Knight Key Bank and Pigeon Key Bank). I have received all necessary permits to begin the installations.

Please send out the attached Scope of Work to obtain price quotes for these installations.

**Scope Of Work**  
**For Installation of Danger Markers at Red Bay Banks Vicinity**

A system of shoal markers is being implemented for the Red Bay Banks vicinity in the middle Keys, just north of the Seven Mile Bridge. The project entails the installation of seven (7) standard size wood pilings (12" diameter) with danger signs (standard 3'x3' diamonds). The contractor shall provide all materials and supplies unless otherwise indicated. Monroe County will provide all piling caps. See attached color GIS map for marker locations.

<u>Location</u>	<u>Work to be performed</u>
Red Bay Bank	Install four markers, each with four signs* reading: DANGER SHOAL
Pigeon Key Bank	Install two markers, each with three signs* reading: DANGER SHOAL
Knights Key Bank	Install one marker, with three signs* reading: DANGER SHOAL

\* Contractors should contact Richard Jones (289-2805) for any questions regarding hanging 3 or four signs on a pile.

Contractors should refer to the attached Monroe County Specifications sheets for more detailed information regarding specifications of marker construction and installation. Contractors must coordinate the installations with Richard Jones, Marine Resources Planner (305 289-2805), to ensure that all work is performed satisfactorily.

# **Moser Channel Vicinity Proposed Danger Shoal Marker Layout**

## **SEAGRASS DAMAGE**

High-   
Med-   
Low- 

**Proposed Obstruction  
(Danger Shoal) Markers \***

